



## MARKET STALL APPLICATION FORM

In Munro Street: Saturday –10am – 5pm  
Or Bill Wakeham Park from 12pm til Late

**BABINDA HARVEST FESTIVAL**  
SATURDAY 16th September 2023

Name of Business/Organisation .....

Type of stall .....

Contact Name.....

Phone Number.....

Email.....

**Please note our market for this years festival will be held in Munro Street from 10am until 5pm for Traders morning and parade or Bill Wakeham Park from 12pm til late. If you have any further information please email [markets@babindaharvestfest.org](mailto:markets@babindaharvestfest.org) or call Babinda Harvest Mobile on 0458 496 077**

### CONDITIONS

#### Insurance

Please note it is the responsibility of the stall holder to obtain their own public liability insurance. Stallholders MUST provide a copy of their policy when lodging this form.

FEES: \$30 / stall

All successful stall holders fees are payable to the Harvest Festival Committee by Friday 1<sup>st</sup> September 2023

Please read and sign the attached Terms and Conditions

Copy of public liability insurance attached Yes  No

#### SIGNED BY:

Stallholder/representative.....

Print Name.....Date.....

Please complete the following application and return to the Secretary Email: [markets@babindaharvestfest.org](mailto:markets@babindaharvestfest.org) by 11<sup>th</sup> August 2023

# Babinda Harvest Festival – Terms and Conditions

## Trading

- Setting up will be Saturday 16th September from 10am Saturday until 5pm in Munro Street or Bill Wakeham 12pm until late.
- It is to be the responsibility of the Stallholders to remove their own stall
- No table or chairs are available – stallholders must provide their own and are responsible for costs associated.
- It is the responsibility of stallholders to comply with all necessary Cairns Regional Council local laws regarding selling food products.

## Applications

- Acceptance or non-acceptance of applications will be at the sole discretion of the Babinda Harvest Festival Committee and will be based on the information given by the applicant on their application.
- The Committee reserves the right to reject applications and not enter any correspondence or otherwise explain the reasons for its decisions. All decisions made by the Committee are final.
- Stall positions are totally at the discretion of the Committee
- Stalls cannot be transferred, sublet, franchised or sold to any other person, nor can they be shared without approval from the Committee.

## Fees & Insurance

- Please see attached list of fees and charges for stall holders. All successful stallholders must pay their fees by 1<sup>st</sup> September 2023. Failure to pay the stall fees on time is a breach of these Terms & Conditions and may incur a penalty.
- Please note that it is the responsibility of the stallholder to obtain their own public liability insurance. Stallholders MUST provide a copy of their insurance policy when lodging their application form.

## Approved Products

- It is the responsibility of the stallholder to ensure they conform to any safety and compliance standards pertaining to their product.
- A stallholder may only offer for sale approved products, which have been accepted by the Committee on the application form, submitted by the stallholder.
- To add new products, a request in writing is required. Products cannot be added to a stall unless the Committee gives approval.
- All products and stall presentation must be of a high standard.
- If too many stallholders apply to sell similar products, priority will be given to locally based stallholders.

## Food Stalls

- It is the responsibility of stallholders to comply with all necessary Cairns Regional Council local laws regarding the selling of food products.

## Stall Set-up Equipment

- Stallholders must provide their own covers/marquees and stall set-up, which must be in good presentation.
- The Committee do not provide or hire out any stall equipment; they only provide the site area.
- All stall equipment including racks, table, signage etc. must be contained to the stall site boundaries. Public access ways must be clear at all times.
- Tents, covers and all stall equipment must be erected securely and weighted or secured at all times.
- All equipment must be in good repair and be operated in a safe manner.
- The Committee, whose direction is final, will determine the location of stalls. Every endeavour will be made to meet the general wishes of stallholders with regard to position without causing unfairness to others.
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## Adverse Weather

- The Harvest Festival will operate in varying weather conditions and stallholders must be prepared for adverse weather.
- In the instance that the Committee cancels the Harvest Festival, the Committee will make every effort to advise stallholders prior to the event.
- The Committee will not be held responsible for any loss damage or injury whatsoever resulting from

adverse weather conditions.

### **Occupational Health and Safety**

- As specified by Cairns Regional Council and in the interest of health & safety, stallholder DOGS are not permitted on the stall

### **Waste and Rubbish Removal**

- Stallholders are required to remove their own rubbish and waste from their immediate stall location. Failure to do so may result in an imposed charge.
- Stallholders are responsible for leaving their site and surrounding area clean, tidy and undamaged.

### **Stallholders' Code of Conduct and Responsibilities**

- Stallholders must co-operatively to any direction given by the Committee in relation to the operation and occupation of their stall, equipment, goods and vehicle during operation times and any direction of a security or safety nature.
- Stallholders must not act in a verbally or physically abusive, dangerous or disruptive manner it will not be tolerated and will result in immediate termination.
- Stallholders must ensure that their activities do not endanger the safety or security of any people at the Harvest Festival.
- Stallholders must not cause damage, make alterations or additions of any nature to, or carry out works of any nature to property and that, if any damage is caused, the costs of any repairs, or replacement are borne by the stallholder.
- Stallholders must comply with all terms and conditions outlined and must comply with any relevant local government and other statutory laws and regulations.
- Stallholders must report to the Committee any incident or accident to any person or property that involves loss or could be expected to give rise to a claim.

### **Committee's Representation**

The Committee reserves the right to undertake any of the following actions without notice:

- Relocate a stallholder to another stall space within the street.
- Require the stallholder to remove from sale any goods or services offered by the stallholder that are not approved products; or
- Request that the stallholder undertake any reasonable measure, which in the opinion of the Committee will improve the safety of the stall.

### **Termination**

The Committee reserves the right to withhold consent to a stallholder to occupy a stall at the festival, to remove or to have removed from the Festival a stallholder who is in breach or does not comply with the regulations, including where a stallholder:

- Fails to abide by the festival's set up conditions
- Fails to abide by the terms and conditions outlined
- Commits a criminal act at the festival or;
- Behaves in a manner that breaches the Harvest Festival Code of Conduct.

**All traders, caterers, their contractors and employees (Trader) are subject to the Terms and Conditions of the Babinda Harvest Festival and by attending the Babinda Harvest Festival are agreeing to be bound by these Terms and Conditions.**

FULL NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_